

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE



I hereby certify that this correspondence is being deposited with the U.S. Postal Service as first class mail in an envelope addressed to Commissioner of Patents and Trademarks, Washington, D.C. 20231 on September 12, 2001.

Margaret B. Sullivan

Applicant : Alan Mikhak
Application No. : 09/706,360
Filed : November 2, 2000
Title : WIRELESS CABLE REPLACEMENT
SYSTEM

Grp./Div. : Not yet assigned
Examiner : Not yet assigned

Docket No. : 40596/CAG/B600

RECEIVED

SEP 24 2001

OFFICE OF PETITIONS

**DECLARATION OF AHMADREZA ROFOUGARAN IN SUPPORT OF
PETITION UNDER 37 C.F.R. 1.47**

I, Ahmadreza Rofougaran, hereby declare:

1. I am a Senior Director of Engineering for Broadcom Corporation (hereafter "Broadcom").

2. Broadcom is the successor to Innovent Inc. (hereafter "Innovent") by virtue of a merger. Innovent is the successor to MicroLink Corporation (hereafter "MicroLink") by virtue of a name change.

3. Alahyar Alan Mikhak (hereafter "Mr. Mikhak"), through his company, The Perseus Group, Inc., was retained by MicroLink starting on or about November 5, 1998 and continuing up to about July 12, 2000 as a consultant through a series of consulting agreements between MicroLink and The Perseus Group, Inc. (hereafter "The Perseus Group"). On or about July 12, 2000, Mr. Mikhak was employed as an employee of

Broadcom pursuant to which he signed a Confidentiality and Assignment Agreement with Broadcom. I am informed and believe that Mr. Mikhak executed each of the consulting agreements as the President and sole shareholder of The Perseus Group. Mr. Mikhak advised me that he was the sole employee of The Perseus Group. A list is attached as Exhibit A. A true and correct copies of the consulting agreements and the Confidentiality and Assignment Agreement listed in Exhibit A are attached separately as Exhibits B-H.

4. Common to each of the consulting agreements is an assignment provision requiring The Perseus Group to assign all inventions made, conceived, or reduced to practice in its capacity as a consultant to MicroLink. The Confidentiality and Assignment Agreement has an assignment provision requiring Mr. Mikhak to assign all inventions made, conceived or reduced to practice as an employee. In furtherance of this assignment obligation, each of the consulting agreements expressly appoints MicroLink (and its successors) and their duly authorized officers and agents to act on behalf of and as attorneys-in-fact for The Perseus Group to prosecute patent applications to such inventions.

5. I personally assigned Mr. Mikhak, as President and principal shareholder of The Perseus Group, the task of developing software for a Bluetooth transceiver. Under my direct supervision, during the term of and pursuant to the consulting agreements, Mr.

Application No. 09/706,360

Mikhak conceived and disclosed to me various inventive concepts in connection with his software development assignments.

6. I have personally read the above identified patent application in its entirety, and confirm that the subject matter disclosed and claimed therein is consistent with the inventive concepts disclosed to me by Mr. Mikhak during his services for MicroLink as a consultant.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date

9-12-2001

By


Ahmadreza Rofougaran

379985.1